

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
TEDDY JAY YODER

Teddy Jay Yoder (Yoder) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Yoder's license as a real estate broker no. 1999034616 will be subject to discipline. Pursuant to § 536.060 RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and additionally the right to a disciplinary hearing before the MREC under § 621.110 RSMo Supp. 2011. The MREC and Yoder jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045 RSMo Supp. 2011.

Yoder acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him, the right to appear and be represented by legal counsel, the right to have all charges proven upon the record by competent and substantial evidence, the right to cross-examine any witnesses appearing against him at the hearing, the right to present evidence on his behalf at the hearing, the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him, the

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

right to a ruling on questions of law by the Administrative Hearing Commission the right to a disciplinary hearing before the MREC at which time Yoder may present evidence in mitigation of discipline the right to a claim for attorney fees and expenses and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC

Being aware of these rights provided to him by law Yoder knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him

Yoder acknowledges that he has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline along with citations to law and/or regulations the MREC believes were violated Yoder stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Yoder's license as a real estate broker license no 1999034616 is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621 RSMo and §§ 339 010 through 339 205 and §§ 339 710 through 339 855 RSMo as amended

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Yoder in Part II herein is based only on the agreement set out in Part I herein Yoder understands that the MREC may take further disciplinary action against him based on

facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered

I

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing the MREC and Yoder herein jointly stipulate to the following

1 The MREC is an agency of the State of Missouri created and existing pursuant to §339.120 RSMo Supp. 2011 for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860 RSMo (as amended) relating to real estate salespersons and brokers

2 On February 20, 2010, a buyer Linda R. Smith (Smith) entered into an Exclusive Buyer Agency Contract (Contract) with Yoder Realty in which Yoder was to serve as the supervising broker for Daniele Nicole Wilson (Wilson) the buyer's agent for Smith. The contract became effective on February 20, 2010.

3 Yoder signed the Contract designating him as the supervising agent for Wilson knowing that Wilson was licensed as a real estate salesperson in Kansas and not Missouri.

4 While acting as the buyer's agent for Smith, Wilson assisted Smith in locating and subsequently purchasing a home in Missouri located at 11601 E. 43rd St. Kansas City, Missouri.

5 Yoder did not visit the property located at 11601 E. 43rd St. prior to Wilson closing the property.

6 Yoder assisted and enabled Wilson to practice real estate within the State of Missouri while unlicensed within Missouri

7 Yoder's conduct with respect to Wilson's practice of real estate is a violation of § 339.020 RSMo Supp. 2011 which states

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic to act as a real estate broker, real estate broker salesperson, or real estate salesperson or to advertise or assume to act as such without a license first procured from the commission

8 Yoder's conduct with respect to Wilson's practice of real estate is a violation of § 339.150 1 and 2 RSMo Supp. 2011 which states in relevant part

1 No real estate broker shall knowingly employ or engage any person to perform any service to the broker for which licensure as a real estate broker or a real estate salesperson is required pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860* unless such a person is

(1) A licensed real estate salesperson or a licensed real estate broker as required by section 339.020[]

Any such action shall be unlawful as provided by section 339.100 and shall be grounds for investigation, complaint, proceedings and discipline as provided by section 339.100

2 No real estate licensee shall pay any part of a fee, commission or other compensation received by the licensee to any person for any service rendered by such person to the licensee in buying, selling, exchanging, leasing, renting or negotiating a loan upon any real estate unless such a person is a licensed real estate salesperson regularly associated with

such a broker, or a licensed real estate broker or a person regularly engaged in the real estate brokerage business outside of the state of Missouri

9 Yoder's conduct with respect to Wilson's practice of real estate in Missouri is a violation of § 339.180.1 RSMo Supp. 2011 regarding unlicensed activity which states in part

It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required

10 Based on the conduct and violations set forth herein cause exists to discipline Yoder's real estate license under § 339.100.2(7), (15), (16), (19) and (23) RSMo Supp. 2011 which states

2 The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 RSMo against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts

(7) Paying a commission or valuable consideration to any person for acts or services performed in violation of sections 339.010 to 339.180 and sections 339.710 to 339.860*

(15) Violation of or attempting to violate directly or indirectly, or assisting or enabling any person to violate any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860 or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339 040

(19) Any other conduct which constitutes untrustworthy improper or fraudulent business dealings demonstrates bad faith or incompetence misconduct or gross negligence,

(23) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated under sections 339 010 to 339 180 and sections 339 710 to 339 860 who is not registered and currently eligible to practice under sections 339 010 to 339 180 and sections 339 710 to 339 860[]

II

Joint Agreed Disciplinary Order

Based on the foregoing the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536 060, RSMo and §§ 621 045 3 and 621 110 RSMo Supp 2011

11 Yoder agrees to pay a civil penalty of \$2,500 Said penalty is authorized under § 339 205 RSMo Supp 2011

12 Yoder agrees to pay the \$2 500 civil penalty by certified check made payable to the Missouri Real Estate Commission State of Missouri and mailed to Missouri Real Estate Commission P O Box 1339 Jefferson City MO 65102 1339 Yoder shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective

13 Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution Section 339.205.8 RSMo Supp. 2011

14 In the event the MREC determines that Yoder has failed to pay any portion of the \$2,500 agreed upon herein or has violated any other term or condition of this Settlement Agreement, the MREC may, in its discretion: (1) notify the Attorney General who may commence an action to recover the amount of the penalty, including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed, under § 339.205.4 RSMo Supp. 2011; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Yoder's license under § 324.042 RSMo Supp. 2011; and (3) deny discipline or refuse to renew or reinstate Yoder's license under § 339.205.7 RSMo Supp. 2011.

15 No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536 RSMo.

16 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Yoder of §§ 339.010 through

339 205 and §§ 339 710 through 339 855, RSMo as amended or the regulations promulgated thereunder or of the terms and conditions of this Settlement Agreement

17 This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered

18 Each party agrees to pay all their own fees and expenses incurred as a result of this case its litigation and/or its settlement

19 The terms of this Settlement Agreement are contractual legally enforceable and binding not merely recital Except as otherwise contained herein neither this Settlement Agreement nor any of its provisions may be changed waived discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of the change waiver discharge or termination is sought

20 The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339 610 and 324 RSMo, as amended

21 Yoder together with his partners heirs, assigns agents employees representatives and attorneys does hereby waive release acquit and forever discharge the MREC its respective members employees agents and attorneys including former members employees, agents and attorneys, of or from any liability claim actions causes of action fees costs expenses and compensation including but not limited to any claim

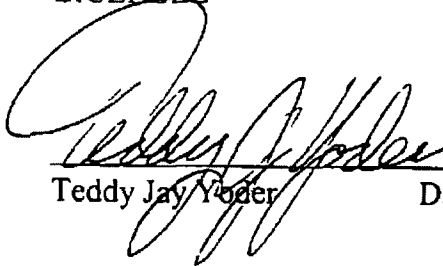
for attorney's fees and expenses whether or not now known or contemplated, including but not limited to any claims pursuant to § 536.087 RSMo (as amended) or any claim arising under 42 U.S.C. § 1983 which now or in the future may be based upon, arise out of or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

22 Yoder understands that he may either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Yoder's license. If Yoder desires the Administrative Hearing Commission to review this Settlement Agreement, Yoder may submit his request to Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

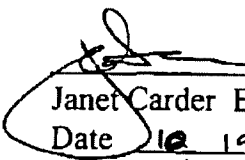
23 If Yoder requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Yoder's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek

discipline against Yoder as allowed by law If Yoder does not request review by the
Administrative Hearing Commission this Settlement Agreement goes into effect 15 days
after the document is signed by the Executive Director of the MREC

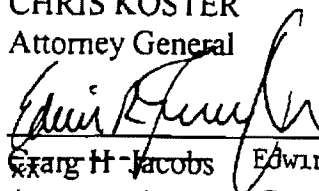
LICENSEE


Teddy Jay Yoder Date 10-8-12

MISSOURI REAL ESTATE
COMMISSION


Janet Carder Executive Director
Date 10-19-12
8

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